



# City of Diamondhead

5000 Diamondhead Circle, Diamondhead, MS 39525-3260

Phone: (228) 222.4626

FAX: (228) 222.4390

[www.diamondhead.ms.gov](http://www.diamondhead.ms.gov)

January 22, 2015

Mayor and City Council  
5000 Diamondhead Circle  
Diamondhead, MS 39525

Re: The Oaks Street Lighting

Dear Mayor and Councilmembers:

After a meeting with Coast Electric Power Association officials, it has been determined responsibility for street lighting in The Oaks was never transferred to the City. There is an outstanding balance on the account which Coast EPA has agreed assume.

With your approval, the City will assume responsibility for The Oaks lighting consisting of the following:

14 M268 (SL4) Ornamental 100W @ \$8.49 each	\$118.86 p/month
19 M264 (SL7) with concrete pol @ \$11.76 each	\$223.44 p/month

Thank you for your consideration and approval in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Clovis Reed", is written over a large, stylized loop.

Clovis Reed  
City Manager

# City of Diamondhead



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January 23, 2015

Mayor and City Council  
5000 Diamondhead Circle  
Diamondhead, MS 39525

Re: Water Tower Roundabout Lighting

Dear Mayor and Councilmembers:

It is hereby recommended that official action be taken to ratify the transfer of four (4) 400 WHPS-urban (street) lights to the City at a cost of \$103.20 monthly. At the January 20, 2015 Council Meeting, we discussed assuming responsibility for the four lights that illuminate the roundabout at the water tower as the result of the impending disconnection at the request of Diamondhead Water & Sewer District. To preserve public safety and avoid a suspension of service, on Friday, January 23, 2015 Coast Electric Power Association was officially notified to transfer the responsibility for the subject lights to the City.

Thank you in advance for your favorable consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Reed", is written over the word "Sincerely,".

Clovis Reed  
City Manager

CM:jk

**PHILIP'S**  
PEST CONTROL CO., LLC  
P.O. BOX 6201  
DIAMONDHEAD, MS 39525

Agenda Item 2015-011

No. 4434

Phone: 228-255-3700  
228-868-3700  
Fax: 228-255-3594

## Termite Control Retreat Contract

Property Owner City of Diamondhead Date Feb 19, 13

Address 5000 Diamondhead Cir. Diamondhead MS. 39525

Philip's Pest Control, LLC, henceforth referred to as Philip's agrees to control the following pests that are checked (X).

- |  |   |
|--|---|
| 1. Subterranean termites                                   | 3. Wood destroying beetles                                    |
| a. <input checked="" type="checkbox"/> Reticulitermes spp. | a. <input type="checkbox"/> Anobiidae-powder post beetles     |
| b. <input type="checkbox"/> Coptotermes-Formosan           | b. <input type="checkbox"/> Lyctidae-true powder post beetles |
|  | c. <input type="checkbox"/> Cerambycidae-old house borers     |
| 2. <input type="checkbox"/> Dry wood termites              | 4. Other _____  |

Type of Structure to be Treated:

- ☐ Crawl area type structure    ☐ Crawl area type structure with basement    ☐ Structure with full basement  
☒ Structure with concrete slab    ☐ Monolithic type slab    ☐ Supported slab    ☐ Expansion joint type slab

The property described above shall be treated with:

Chemical used Talstar P Percent Concentration .05 Total Volume Gallon

Work performed under this contract shall comply with the minimum requirements of the Mississippi Department of Agriculture and Commerce, Division of Plant Industry for the type of building and the construction thereof, except as follows:

none

on the anniversary date of this contract, it may be continued on a service basis from year to year thereafter, at the option of both parties. If continued on a service basis, the purchaser agrees to pay the Contractor an annual renewal of \$ 380.00 in advance. Upon renewal of this agreement, Contractor agrees to inspect said property not less than once annually and to do any retreatment work required at no further cost to the property owner provided that there has been no change by purchaser or anyone else of the structure or the conditions of the structure as originally treated. Contract is transferrable.

Either party shall have the right upon the anniversary date of this contract or any renewal thereof to cancel this agreement in its entirety by written notice to the other party hereto, which said notice shall be mailed to the addresses of each of the parties shown in this contract.

Should infestation occur in this property at any time during the duration of this Contract, Philip's agrees to treat such infested portions without cost within 30 days after due notification if weather conditions or other circumstances cause property to be temporarily unfit for treatment, treating will be done as soon as possible.

☒ Philip's does not assume responsibility for replacement of timbers damaged in this property before or after contract date.

This is a retreat contract.

The Property Owner warrants full cooperation with Philip's, during the life of this Contract, and agrees to maintain the area treated free from any factor contributing to infestation such as wood, trash, lumber, or direct wood contact in the area treated, and to immediately eliminate faulty plumbing, leaks, dampness from drains or leaks from roof or otherwise. If property owner makes alterations or additions to property treated, he is responsible for any damage occurring unless Philip's treats this new work at an additional cost.

Agreed price of work described in this Contract is \$ \_\_\_\_\_ plus \_\_\_\_\_ % State sales tax of \$ \_\_\_\_\_

Making a total contract price of \$ 1,480.00 covering initial work and one year's service.

PHILIP'S  
By \_\_\_\_\_

\_\_\_\_\_  
Property Owner (or Agent)

**\*\*PLEASE SIGN AND RETURN YELLOW COPY OF CONTRACT, THANK YOU\*\***

City of Diamondhead, MS  
**Request for Council Action**

**TO:** Honorable Mayor and Members of Council  
**FROM:** City Manager

☐ Ordinance ☒ Resolution ☐ Agreement/Contract ☐ Info Only ☐ Work Session Only

**AGENDA LOCATION:** ☐ Consent Agenda ☒ Regular Agenda

**FORMAL AGENDA DATE REQUESTED:** 2/3/15

**ORDINANCE/RESOLUTION CAPTIONS or ISSUE:** Discussion of creating Events Committee

**SUMMARY BACKGROUND:** Upon the successful completion of 2014 Town Green Celebration, we have had several individuals express interest in volunteering their time to assist in coordinating future events.

**IMPACT IF DENIED:** More work on internal employees such as minute clerk, city clerk, etc.

**IMPACT IF APPROVED:** Allow public input, assist in coordinating, scheduling, etc.

**FINANCIAL IMPACT:** None

**REQUIRED SIGNATURES**

**REQUESTED BY:**

B LaFontaine

**City Manager:**

**City Attorney:**

**COUNCIL ACTION:**

☐ Approved ☐ Denied ☐ Tabled/Deferred ☐ Info Only **Completed:** ☐

Agenda Item 2015-006

**MARKETING PROJECT MANAGEMENT AGREEMENT**

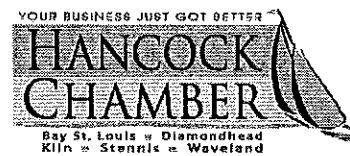
**Between the**

**CITY OF DIAMONDHEAD**

**And**

**HANCOCK CHAMBER OF COMMERCE**

**Effective as of \_\_\_\_\_**



## **MARKETING PROJECT MANAGEMENT AGREEMENT**

This Marketing Project Management Agreement is entered into on this date \_\_\_\_\_ and made effective (the "Effective Date"), by and between the City of Diamondhead (OWNER), and Hancock Chamber of Commerce (PROJECT MARKETING MANAGER).

### **RECITALS**

WHEREAS, OWNER is the City of Diamondhead, a city located in Hancock County, Mississippi, incorporated on January 30th, 2012.

WHEREAS, the OWNER desires to engage the Hancock Chamber of Commerce to act as the PROJECT MARKETING MANAGER for OWNER to manage certain marketing projects to maximize the results of marketing efforts for the OWNER; and,

WHEREAS, the PROJECT MARKETING MANAGER desires to accept such engagement, pursuant to the terms and conditions contained herein; and,

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

### **SCOPE OF SERVICES**

#### Engagement

(a) Subject to the terms of this agreement, PROJECT MARKETING MANAGER shall be the sole and exclusive PROJECT MARKETING MANAGER, on behalf of OWNER, to perform marketing project management services, subject to and as more fully described in this Agreement, and in Exhibit A attached hereto.

(b) PROJECT MARKETING MANAGER hereby accepts such engagement, and shall perform the services described herein, subject to the limitations expressly set forth in this Agreement.

## **TERM; TERMINATION**

Term. The term of this Agreement (the "**Term**") shall begin on the Effective Date until project completion to the satisfaction of the OWNER or, unless sooner terminated pursuant to the provision below.

Termination. This Agreement may be terminated by either party upon thirty (30) days written notice, if the other party fails to perform or comply with any of the material terms, covenants, agreements or conditions hereof, and such failure is not cured during such thirty (30) day notification period, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, then a longer period of time shall be afforded to cure such breach, up to a total of ninety (90) days, provided that the party in default is diligently seeking a cure and the non-defaulting party is not irreparably harmed by the extension of the cure period.

Effect of Termination. Upon termination or expiration of this Agreement, (i) PROJECT MARKETING MANAGER shall promptly discontinue the performance of all services hereunder, (ii) the OWNER shall promptly, within 30 days, pay PROJECT MARKETING MANAGER all fees due PROJECT MARKETING MANAGER up to the date of termination or expiration (iii) PROJECT MARKETING MANAGER shall make available to the OWNER all data, electronic files, documents, reports, estimates, summaries, and other such information and materials with respect to marketing services and projects under this agreement as may have been accumulated by PROJECT MARKETING MANAGER in performing its obligations hereunder, whether completed or in process, and (iv) without any further action on part of PROJECT MARKETING MANAGER or OWNER, the OWNER shall, or shall cause the successor PROJECT MARKETING MANAGER to, assume all obligations arising after the date of such termination or expiration, assume all obligations under any contracts, marketing commitments and any other marketing agreements in furtherance of its duties hereunder. Any obligations of the parties that are specifically intended to survive expiration or termination of this Agreement shall survive expiration or termination hereof.

## **FUNDING OF PROJECTS**

Project Budgets. PROJECT MARKETING MANAGER will manage, administer and assure compliance with OWNER's project budgets not to exceed amounts set forth by OWNER.

Project Expenses. Upon receipt of appropriate invoices, OWNER will pay in a timely manner all expenses to vendors and service providers required under the terms of this agreement. PROJECT MARKETING MANAGER shall have no liability to the OWNER or any third party in the event OWNER is unable to perform its obligations hereunder, or under any third party contract entered into pursuant to the terms hereof, due to the fact that sufficient funds are not made available by OWNER to pay such expenses in a timely manner. Notwithstanding anything to the contrary set forth in this agreement, the OWNER recognizes and agrees that performance by PROJECT MARKETING MANAGER of its responsibilities under this agreement is in all respects subject to and conditioned upon the timely provision of funds for purposes herein provided.

Advancement of Funds. Under no circumstances shall PROJECT MARKETING MANAGER be required to pay for or advance any of its own funds to pay for any of the Exhibit A project expenses under the terms of this agreement.

Subject to Funding. PROJECT MARKETING MANAGER and OWNER hereby recognize this Agreement is subject to funding and that as such, in the event funds are not appropriated for any fiscal period or partial period by the OWNER, this Agreement, subject to terms in Effect of Termination (ii), may terminate without penalty to or liability of either party to the other by reason of such lack of appropriation or termination.

### **PROJECT MARKETING MANAGER SERVICE FEE**

In consideration of PROJECT MARKETING MANAGER's performance of its services hereunder, OWNER shall pay PROJECT MARKETING MANAGER an amount equal to 25%, not to exceed \$18,000, of the gross charges levied by third party agencies or vendors providing services, supplies, and finished marketing properties during the term of this agreement for projects described in Exhibit A. The Marketing Manager Service fee shall be payable to PROJECT MARKETING MANAGER upon completion to OWNER's satisfaction of projects as described in Exhibit A.

### **USE OF THE FACILITIES**

Subject to availability and with advanced OWNER approval, the PROJECT MARKETING MANAGER shall have the right to use certain OWNER facilities for the purposes of performing the services herein.

### **SERVICE CONTRACTS**

Execution of Service Contracts. In connection with its obligations hereunder relating to the purchase or procurement of services, OWNER shall execute all service contracts; and PROJECT MARKETING MANAGER, on behalf of the OWNER, shall administer and assure compliance with all said service contracts. The specific procedures (and signatory authorized individuals) for the execution of such contracts shall be set forth by OWNER.

### **AGREEMENT MONITORING**

Contract Administrator. Each party shall appoint a contract administrator who shall monitor such party's compliance with the terms of this Agreement.

PROJECT MARKETING MANAGER's contract administrator shall be its Executive Director of the Hancock County Chamber of Commerce, unless PROJECT MARKETING MANAGER notifies OWNER of a substitute contract administrator in writing.



OWNER's contract administrator shall be its City Manager of the City of Diamondhead, unless OWNER notifies PROJECT MARKETING MANAGER of a substitute contract administrator in writing.

Any and all references in this Agreement requiring PROJECT MARKETING MANAGER or OWNER participation or approval shall mean the participation or approval of such party's contract administrator.

## **INDEMNIFICATION**

Indemnification by PROJECT MARKETING MANAGER. PROJECT MARKETING MANAGER agrees to defend, indemnify, and hold harmless the OWNER and its officials, directors, officers, employees, agents, successors and assigns against any claims, causes of action, costs, expenses (including reasonable attorneys' fees), liabilities, or damages (collectively, "**Losses**") suffered by such parties, arising out of or in connection with any (a) negligent act or omission, or intentional misconduct, on the part of PROJECT MARKETING MANAGER or any of its employees or agents in the performance of its obligations under this Agreement, or (b) breach by PROJECT MARKETING MANAGER of any of its representations, covenants or agreements made herein.

Indemnification by the OWNER. OWNER agrees to defend, indemnify and hold harmless PROJECT MARKETING MANAGER, its parent, subsidiary and affiliate companies, and each of their respective directors, officers, employees, agents, successors and assigns, against any Losses suffered by such parties, arising out of or in connection with (a) any negligent act or omission, or intentional misconduct, on the part of OWNER or any of its employees or agents in the performance of its obligations under this Agreement, (b) a breach by OWNER of any of its representations, covenants or agreements made herein, including without limitation OWNER's obligation to pay any budgeted or otherwise approved expenses in a timely manner, (c) failure by OWNER to pay any amounts due by OWNER or to otherwise perform any obligations of OWNER under any third party contracts, licenses or agreements in furtherance of its duties hereunder as authorized hereby; and (d) any act or omission carried out by PROJECT MARKETING MANAGER at or pursuant to the direction or instruction of OWNER, its agents or employees.

Conditions to Indemnification. With respect to each separate matter brought by any third party against which a party hereto ("Indemnitee") is indemnified by the other party ("Indemnitor") the Indemnitor shall be responsible, at its sole cost and expense, for controlling, litigating, defending and/or otherwise attempting to resolve any proceeding, claim, or cause of action underlying such matter, except that (a) the Indemnitee may, at its option, participate in such defense or resolution at its expense and through counsel of its choice; (b) the Indemnitee may, at its option, assume control of such defense or resolution if the Indemnitor does not promptly and diligently pursue such defense or resolution, provided that the Indemnitor shall continue to be obligated to indemnify the Indemnitee hereunder in connection therewith; and (c) neither Indemnitor nor Indemnitee shall agree to any settlement without the other's prior written consent (which shall not be unreasonably withheld or delayed). In any event, Indemnitor and Indemnitee shall in good faith cooperate with each other and their respective counsel with respect to all such actions or proceedings, at the Indemnitor's expense.

With respect to each and every matter with respect to which any indemnification may be sought hereunder, upon receiving notice pertaining to such matter, Indemnatee shall promptly (and in no event more than twenty (20) days after any third party litigation is commenced asserting such claim) give reasonably detailed written notice to the Indemnitor of the nature of such matter and the amount demanded or claimed in connection therewith.

Indemnification Survival. The obligations of the parties contained in this section shall survive the termination or expiration of this Agreement.

## **REPRESENTATIONS, WARRANTIES AND COVENANTS**

PROJECT MARKETING MANAGER hereby represents, warrants and covenants to OWNER as follows:

(a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of PROJECT MARKETING MANAGER herein, and that no third party consent or approval is required to grant such rights or perform such obligations hereunder; and

(b) that this Agreement has been duly executed and delivered by PROJECT MARKETING MANAGER and constitutes a valid and binding obligation of PROJECT MARKETING MANAGER, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally or by general equitable principles.

(c) that PROJECT MARKETING MANAGER will comply with all Laws applicable to this agreement.

OWNER hereby represents, warrants and covenants to PROJECT MARKETING MANAGER as follows:

(a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of OWNER herein, and that no other third party consent or approval is required to grant such rights or perform such obligations hereunder.

(b) that this Agreement has been duly executed and delivered by OWNER and constitutes a valid and binding obligation of OWNER, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

(c) that OWNER will comply with all Laws applicable to this agreement.

## MISCELLANEOUS

Confidentiality. Unless a party is required by law to disclose this Agreement or the terms contained herein, this Agreement and its terms, conditions, provisions and contents shall be kept strictly confidential and shall not be disclosed by either party hereto to any person except such party's employees, affiliates, attorneys, accountants, financial advisors, and advertising agencies who have a need to know such information, and except in the case of a proceeding surrounding a dispute under this Agreement or as may otherwise be required by court order, in which case such disclosure shall be conditioned on all reasonable steps being taken to maintain the confidentiality of the economic terms of this Agreement.

No Discrimination. The parties agree that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age, and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age.

Use of OWNER Names and Logos. PROJECT MARKETING MANAGER shall have the right to use throughout the Term (and permit others to use in furtherance of PROJECT MARKETING MANAGER's obligations hereunder), for no charge, the name and all logos of the OWNER, and whenever conducting business of the OWNER under this agreement; provided, that PROJECT MARKETING MANAGER shall take all prudent and appropriate measures to protect the intellectual property rights of the OWNER relating to such names and logos.

All intellectual property rights to any materials developed by the PROJECT MARKETING MANAGER under this agreement shall be and at all times remain the sole and exclusive property of the OWNER.

Force Majeure; Casualty Loss.

Neither party shall be liable or responsible to the other party for any delay, loss, damage, failure or inability to perform under this Agreement due to an Event of Force Majeure, provided that the party claiming failure or inability to perform provides written notice to the extent possible to the other party within thirty (30) days of the date on which such party gains actual knowledge of such Event of Force Majeure.

Assignment. Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address and individual set forth below. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

**If to the OWNER**

City of Diamondhead  
5000 Diamondhead Circle, Diamondhead, MS 39525  
Clovis Reed, City Manager

**If to the PROJECT MARKETING MANAGER**

Hancock Chamber of Commerce  
100 South Beach Blvd, Suite A, Bay St. Louis, MS 39520  
Tish Williams, Executive Director

The designation of the individuals to be so notified and the addresses of such parties set forth above may be changed from time to time by written notice to the other party in the manner set forth above.

Severability. If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

Entire Agreement. This Agreement (including the Exhibit A attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations, agreements or understandings, whether oral or written.

Governing Law. The Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Mississippi, without regard to its conflict of laws or principles.

Amendments. Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.

Waiver; Remedies. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

Relationship of Parties. PROJECT MARKETING MANAGER and OWNER acknowledge and agree that they are not joint venturers, partners, or joint titleholders, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture or similar relationship between OWNER and PROJECT MARKETING MANAGER. PROJECT MARKETING MANAGER acts on behalf of OWNER (but subject to the limitations on PROJECT MARKETING MANAGER's authority as set out in this Agreement), with the duties required by law of a party acting in such capacity.

Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Agreement may be executed by the parties and transmitted by facsimile or electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed on behalf of such party by an authorized representative as of the date first set forth above.

**OWNER: CITY OF DIAMONDHEAD**

By: Clovis Reed, City Manager

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

**PROJECT MARKETING MANAGER: HANCOCK CHAMBER OF COMMERCE**

By: Tish Williams, Executive Director

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

## **EXHIBIT A**

On behalf of OWNER, the PROJECT MARKETING MANAGER's obligations under this Agreement shall consist of all aspects of management of the marketing projects listed below; and in accordance with the terms of this Agreement, including

- Administer and execute project deliverables, timelines and budgets.
- Negotiate project pricing and contract terms with individual vendors for City of Diamondhead approval.
- Set the vendor ground rules.
- Determine project deliverables, expectations, and timelines with individual vendors.
- Work with vendors to determine best method for integrating existing City of Diamondhead and Hancock Chamber marketing materials with new marketing products.
- Manage, route, and schedule vendor activities.
- Analyze and adjust vendor quality and performance measures.
- Review all documents and vendor work product related to the scope of contract services.
- Communicate project status and components to the City of Diamondhead and implement adjustments with vendors.
- Monitor and analyze any unforeseen risks and challenges to the project and determine best course of action.
- Manage and review procurement invoices to determine appropriate action.
- Implement close-out upon completion of projects
- Assist City of Diamondhead staff with live launch event and publicity.

### **LOGO, BRAND IDENTITY AND TAGLINE**

- The marketing strategy for the city will start by creating an identifiable brand and tagline for the City of Diamondhead and its amenities.
- Focus group sessions will be implemented to gather input and feedback from target stakeholders businesses and residents to best identify strengths, weaknesses, opportunities, and threats.
- The brand will be highly recognizable and meaningful to targeted markets.
- An iconic logo will be developed that captures the essence of the City of Diamondhead's amenities and capabilities.

### **WEBSITE DEVELOPMENT**

- A new website for the City of Diamondhead will be launched that is easy to maintain, navigate and access. The website will clearly and professionally showcase the capabilities, amenities, resources, projects, and activities of the city.

- It will include new photography, fresh copywriting and content, and cutting edge graphics and relevant blogs.
- A new vanity URL that incorporates the new tagline will also be secured.
- A new Content Management System will be implemented that will be easy to maintain and keep it active with updated content and materials.
- Secondary “hidden” redirect sites will also be secured to increase visitation.

**The website system will achieve the following goals:**

- **Content -** Some existing content can be updated but new photography and fresh copywriting will be required.
- **Design site layouts** – Develop the hypertext structure and organizing the content for ease of use.
- **Cohesive graphics.** Design a cohesive graphics design (visual theme, color scheme, etc.)
- **Promotional materials.** Create promotional materials (logos, color schemes) to create the site’s graphical design.
- **Navigational tools.** Design the navigational tools-buttons, menu bars, icons etc.
- **High bandwidth.** Solution must have capacity of handling video applications and graphics for multiple accesses to the public.
- **Hosted Facility.** Facility must offer the highest level of redundancy in servers and back-up power.
- **Scalable.** Must have sufficient disk space at all times and room for the development of new applications for expansion.
- **High levels of reliability.** Deliver 99.99% uptime.
- **Web Look.** Will be professionally and aesthetically pleasing.
- **Ease of operation.** Ease of use functionality must be available to end users and ease of maintaining content.
- **Browsers.** Site must be viewable and formatted in current version of popular browsers. Example: Internet Explorer, Firefox, Chrome, etc.
- **Streaming Video.** Site must support streaming video.
- **PDF.** Site will have PDF documents and must have PDF download available to the end user.
- **On-site services.** Create various on-site services and features to include built-in search features and site maps.
- **Tracking.** Implement tracking software to produce user defined site log reports. The tool will help staff better understand and measure visitor behavior and web performance to include:
  - Web traffic analysis
  - Visitor trends
  - Path analysis
  - Page views
  - Page-length of stay
  - Technical analysis: browsers and platforms
- **System Training.** Training will be provided to city staff on all functions of the website, including but not limited to updating information, routine maintenance, and changes to web pages and content.

- **SEO.** An aggressive targeted "natural" or unpaid ("organic") SEO for the new website with terms and phrases (keywords) that generate traffic, increases hits through the site, and markets the unique value of the organization will be included for 120 days after the initial site launch.

## **ANALYTICS**

- A project management review of keyword performance analytics will be done to give OWNER the insight needed to maintain thriving organic search marketing campaigns.

## **SOCIAL MEDIA SITES**

- Current social media sites will be updated and new sites secured with relevant new content and staff will be trained to consistently maintain engagement with prospects, businesses, residents, stakeholders, the media, and the community.

## **QUICK RESPONSE CODES**

- Quick Response codes will also be developed to provide prospects, businesses, residents, stakeholders, the media, and the community with the new website, contact information, geo coordinates, or similar links to information.

## **MOBILE APPLICATION**

A City of Diamondhead mobile application will be provided with instant access to connect residents, businesses, visitors, site selectors, and other interested parties with relevant and regularly updated information about the City of Diamondhead. Application features will include:

- An interactive map to access properties and land for sale.
- Sends the latest news straight to tablets and phones.
- Social media access all in one place.
- A data button may be added for Diamondhead statistics.
- Audio and Video tours could be downloaded.
- Users should be able to connect with city staff to get quick answers.

## **PRINT COLLATERAL**

To maximize budgets and avoid dating materials when changes occur, one printed piece will be produced in a small quantity.

- A branded four-panel rack brochure that brands with the online website content and message.



## CITY OF DIAMONDHEAD CONSULTING AGREEMENT

This Agreement is made and entered into this 30<sup>th</sup> day of January, 2015 between THE CITY OF DIAMONDHEAD, MS,(hereinafter "City") and CARL RAY FURR, Pickering Engineering (hereinafter "FURR").

WHEREAS FURR is a consultant with expertise in the area of governmental affairs,

WHEREAS, City wishes to avail itself of FURR's expertise and advice during the term of this Agreement; and FURR is willing to offer its expertise and advice to the City, under the terms and conditions as stated herein;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, and intending to be legally bound, the parties agree as follows:

### 1. INDEPENDENT CONTRACTOR.

Both the City and FURR agree that FURR will act as an independent contractor in the performance of his duties under this contract. Accordingly, FURR will be responsible for payment of all of his travel expenses to and from Washington D. C., *except* for his airfare charges and his hotel accommodations during the term of the agreement.

FURR agrees to serve the City as an independent contractor in the role of an independent consultant. FURR will be available to perform the consultation that the City needs and requires. FURR warrants that it will perform its duties hereunder with the skill and expertise generally found in the consulting business.

The parties agree that nothing herein contained shall be construed or interpreted to mean that the City is an employer. Any provision herein, which is now or later declared inconsistent with such Agreement, shall be null and void.

2. SERVICES TO BE PROVIDED BY FURR. All of those activities normally associated with a comprehensive and effective government relations effort. Included are strategy development, proposals, direct contacts with agencies and the Legislature and any and all other necessary activities.

FURR shall provide the City information through the City's primary point of contact, the City Manager (or if unavailable the Mayor). The City Manager shall be responsible for gathering requested for information from the City Council to present to Furr, if neccessary.

3. FEES AND COMPENSATION. City will provide airfare to and from Washington D.C. and lodging for the entire period of the trip. Said travel arrangements will be arranged and paid for at the same time City procures same for City officials.

4. REIMBURSABLE EXPENSES. None.

5. TERM OF AGREEMENT. February 9 -11, 2015.

6. LIABILITY. With regard to the services to be performed by FURR pursuant to the terms of this Agreement, FURR will not be liable to the City, or to anyone who may claim any right due to any relationship with the City, including, but not limited to its subsidiaries, for any acts or omissions in the performance of services on the part of FURR or on the part of the agents or employees of FURR, except when said acts or omissions of FURR are due to willful misconduct or gross negligence. The City will not be liable to FURR, or to anyone who may claim any right due to any relationship with FURR for any acts or omissions in the performance of services on the part of FURR.

7. TERMINATION.

- a. This Agreement may be terminated by either party as follows:
  - (1) in the event that the other party has breached a covenant or obligation under this Agreement and such breach remains uncured for a period of thirty (30) days after written notice has been sent by the non-Breaching party; or
  - (2) in the event that the other party ceases to conduct business; or
  - (3) At the discretion, with or without cause, of either party by giving five (5) days advance written notice to the other party.

8. NOTICE. Any written notice, required by the provisions of this Agreement shall be sent in either of the following ways:

- a. Facsimile, with proof of transmission or
- b. Email via the internet, with proof of transmission except for notices of breach or termination which must be sent by facsimile or certified mail, or
- c. Certified mail, return receipt requested.

The following is provided:

The City of Diamondhead, MS  
5000 Diamondhead Circle  
Diamondhead, MS 39525  
Attn: Mr. Clovis Reed

Carl Ray Furr  
Pickering Engineering  
460 Briarwood Drive  
Suite 115

Phone: 228-222-4626  
E-Mail: [creed@diamondhead.ms.gov](mailto:creed@diamondhead.ms.gov)

Jackson, MS 39206  
Attn: Mr. Carl Ray Furr  
Phone: 769-230-1042  
E-Mail: [cfurr@pickeringfirm.com](mailto:cfurr@pickeringfirm.com)

## 9. GENERAL

- a. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all prior Agreements, negotiations and discussions. It shall not be amended or changed except in writing and executed by both parties.
- b. Modification. Only a written instrument executed by the authorized representative of both parties may modify this Agreement.
- c. Survival. Any completion or termination or expiration of this Agreement notwithstanding, provisions which are intended to survive and continue, shall do so, including but not limited to, the provisions of Paragraphs 1, 4, and 6.
- d. Choice of Law. The laws of the State of Mississippi shall govern this Agreement.
- e. Invalidity. If any portion of this Agreement is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

In witness whereof the parties hereto have caused this Agreement to be executed by their duly authorized representatives and is effective as of the date first written above

The City of Diamondhead, MS

CARL RAY FURR

By: \_\_\_\_\_  
Clovis Reed

By: \_\_\_\_\_  
Carl Ray Furr